

REMARKS

Claims 6 and 16 are withdrawn from consideration and claims 27 and 28 are added herein. Claims 1, 2, 15, 17, 19-23, 27, and 28 will be pending for consideration upon entry of this amendment.

The following remarks are responsive to the Office action dated April 19, 2006.

Claim Rejection - 35 USC § 112

Claims 6 and 16 have been withdrawn from consideration. As a result, Applicant respectfully requests that the 35 U.S.C. §112 rejection be withdrawn.

Claim Rejections - 35 USC § 102

Claim 1

Reconsideration of the rejection of claim 1 as being anticipated by U.S. Patent No. 5,435,025 (Gerard et al.) and U.S. Patent Application Publication No. 2002/0157972 (Gallo et al.) is respectfully requested.

Claim 1 is directed to a pre-packaged arrangement comprising an absorbent article for personal wear, a sunscreen carrier containing a sunscreen composition, and at least one packaging element, wherein the absorbent article, the sunscreen carrier and the packaging element are arranged relative to each other for distribution together as a single unit.

As noted in the background of the present application, it has become of increased importance for caregivers to take various accessories along on outdoor activities, such as swimming or other outings, to provide protection for infants/toddlers against UV radiation. Typically, when the caregiver is preparing for such an outing, the caregiver commonly loads the personal wear absorbent articles (e.g.,

diapers, training pants, swimming pants, etc.) along with all of the needed accessories into a bag or other carrier. This, however, requires the caregiver to remember to purchase, store, and gather all of the separate items together into the carrier.

The pre-packaged arrangement recited in claim 1 packages the personal wear absorbent article and the sunscreen carrier together via a packaging element for distribution of the arrangement as a single unit, e.g., at the initial point of purchase. This reduces the burden on the caregiver to have to remember to purchase these items separately and then later also remember to gather these items together to take on an outdoor activity. Rather, these items are already packaged together upon initial purchase and remain together. Thus, when the caregiver remembers to take the personal wear absorbent article along on an outdoor activity, the sunscreen is already there with the absorbent article.

Claim 1 is submitted to be unanticipated by and patentable over the references of record, and in particular U.S. Patent No. 5,435,025 (Gerard et al.) and U.S. Patent Application. Pub. No. 2002/0157972 (Gallo et al.), in that the references fail to disclose or suggest a pre-packaged arrangement comprising 1) an absorbent article for personal wear, and 2) the absorbent article, a sunscreen carrier and a packaging element arranged relative to each other for distribution together as a single unit.

Gerard et al., with reference to Fig. 1 thereof, disclose an elongate cylindrical tube 10 for carrying beach supplies having two releasable endcaps 14, 16 for selectively closing the ends of tube 10. A strap 18 for carrying the tube extends between the two endcaps 14, 16. In use, a towel 12 can be attached to tube 10 by inserting one end of the towel into a longitudinal slit 32 and then wrapping the towel around the tube

(Figs. 3 and 4). Snap fasteners 36, 38, 40, 42 can be used to hold the towel in place about the outer surface of the tube.

The towel disclosed by Gerard et al. is not "an absorbent article for personal wear." As described in the present specification at paragraph [0034], an absorbent article for personal wear is an absorbent garment that can be donned by a user, e.g., swim pants, diapers, training pants, feminine hygiene products, incontinence products, and other personal care or health care garments. Gerard et al., on the other hand, disclose a standard beach towel 12 for drying off after swimming. See column 2, lines 63 and 64. Accordingly, Gerard et al. fail to disclose a pre-packaged arrangement comprised of an absorbent article for personal wear as recited in claim 1.

Gerard et al. also fail to disclose the personal wear absorbent article, a sunscreen carrier and a packaging element arranged relative to each other for distribution together as a single unit. In particular, at column 3, lines 19-21, Gerard et al. specifically state that "[t]he user may place articles, such as cold beverage cans 44, small snacks, bottles of suntan lotion or sunscreen, and other personal effects, inside the tube 10." See also column 1, line 68-column 2, line 2. What Gerard et al. is teaching is no more than what caregivers have had to do prior to the arrangement recited in claim 1. That is, a caregiver would have to buy the sunscreen separate from the towel/tube and then later remember, prior to an outing, to place the sunscreen in the carrier (i.e, the tube 10). This does nothing the reduce the risk that caregiver will forget to load the sunscreen into the tube.

In contrast, in the pre-packaged arrangement recited in claim 1 the personal wear absorbent article and the sunscreen carrier are packaged together by the packaging element for distribution as a single unit. Because they are packaged

together, there is no risk that the sunscreen will be forgotten apart from the absorbent article. There is no disclosure by Gerard et al. of such a feature, e.g., there is no disclosure by Gerard et al. to pre-package the sunscreen along with the towel and tube for distribution together as a single unit.

Gallo et al., with reference to Fig. 1 disclose a container 4 having a plurality of interior compartments 5 for holding products for relieving infants from discomforts, e.g., colds, pain, fever, diaper rash, and gas. See page 3, paragraph [0034]. The container 4 can also contain other related products such antibiotic ointments, lubricants, saline drops, powder, syrup of Ipecac, bandages, nail clippers, anti-inflammatory creams, thermometer strips, cotton balls, rubbing alcohol, cotton swabs, sunscreen, insect repellant, baby oil, instant ice packs, hydrogen peroxide, Aloe Vera for soothing sunburn, and solutions for replacing electrolytes. See page 3, paragraph [0035].

Gallo et al. disclose that the comforting products, which may or may not be distributed with the container, can be supplemented with other miscellaneous products, which are not distributed with the container. For example, Gallo et al. teach that the user may place brushes, diapers, wipes, diaper disposal bags, pacifiers, cups, bottles, and the like in ancillary compartments of the container to customize its contents. See page 2, paragraph [0024] and paragraph [0029]. The addition of the diaper is thus suggested after the initial distribution. That is, the user can place a diaper in an ancillary compartment of the container after the user has already purchased the container to tailor the contents of the container to their specific needs.

Like Gerard et al., Gallo et al. fail to disclose an absorbent article, a sunscreen carrier and a packaging element

that are arranged relative to each other for distribution together as a single unit as recited in claim 1. The kit disclosed by Gallo et al. requires the user to separately purchase the personal wear absorbent article (e.g., diaper) and the comforting products and then assemble them together in the container. This increases the risk that the caregiver will forget to separately purchase and then later bring together these elements and is precisely the risk that the arrangement recited claim 1 is intended to avoid.

For the above reasons, claim 1 is submitted to be unanticipated by and patentable over the references of record.

Claims 2, 15, 17, 19-23, 27, and 28 depend directly or indirectly from claim 1 and are submitted to be patentable over the references of record for at least the same reasons as claim 1.

Claim 23

Claim 23 depends from claim 1 and further recites that the absorbent article for personal wear is a pair of swim pants. Neither Gerard et al. nor Gallo et al. disclose such an absorbent article. Swim pants are different from diapers or training pants in that they do not swell like diapers or training pants upon getting wet. See, e.g., the attached print-out information regarding swim pants. Applicants particularly called out both diapers and swim pants in the present application because they are different articles. See page 1, paragraph [0002] and page 5, paragraph [0034].

For these additional reasons claim 23 is submitted to be further unanticipated by and patentable over the references of record.

Claim Rejections - 35 USC § 103

Claim 1

Claim 1 is submitted to be non-obvious in view of and patentable over the references of record, and in particular Gerard et al. or Gallo et al. in combination with U.S. Patent No. 6,405,867 (Moore), in that whether considered alone or in combination, the references fail to show or suggest a pre-packaged arrangement in which absorbent article for personal wear, a sunscreen carrier and a packaging element are arranged relative to each other for distribution together as a single unit.

As set forth above, both Gerard et al. and Gallo et al. each fail to disclose such a feature. Moore, as shown in Fig. 1 thereof, discloses a bottle 1 containing a suncream for a person to selectively apply to their skin to reduce the harmful effects of the sun's rays. A label 11 having a photochromic region 12 for measuring the intensities of ultraviolet radiation is adhered to the bottle (Fig. 2). Other embodiments of containers for containing suncream are also disclosed by Moore. See Figs. 3-5.

The teachings of Moore are limited to the packaging of a suncream product. Nowhere does Moore suggest not add to the teachings of Gerard et al. and Gallo et al. packaging the suncream product together with a personal wear absorbent article at all, let alone together with a packaging element for distribution of all three together as a single unit.

Because Gerard et al., Gallo et al. and Moore each fail individually to disclose the recited absorbent article for personal wear, a sunscreen carrier and a packaging element arranged relative to each other for distribution together as a single unit, a combination of these references must similarly fail to teach this feature.

Moreover, there is no motivation provided by any of the cited references to modify Gerard et al or Gallo et al. to pre-package a personal wear absorbent article together with a sunscreen carrier and packaging element for distribution as a single unit. At best, one skilled in the art would be motivated to place the suncream disclosed by Moore in the tube of Gerard et al. or the container of Gallo et al. However, such a placement would still occur after the suncream is purchased separate from the personal wear absorbent article and then placed by the user into the tube of Gerard et al. or the container of Gallo et al. because there is no suggestion found in any of the references to do otherwise.

In contrast, claim 1 recites that the personal wear absorbent article, sunscreen carrier and packaging element are arranged relative to each other for distribution as a single unit. This solves the problems associated with post distribution assembly of a kit, i.e., forgetting to include both the absorbent article and the sunscreen carrier.

For these reasons, claim 1 is submitted to non-obvious in view of and patentable over the references of record.

Claims 2, 15, 17, 19-23, 27, and 28 depend directly or indirectly from claim 1 and are submitted to be non-obvious in view of and patentable over the references of record for at least the same reasons as claim 1.

New Claims

Claim 27

Claim 27 depends from claim 1 and further recites that the sunscreen carrier is adhered to the absorbent article. In Gerard et al., the towel is disposed on the outside of the tube and the sunscreen is placed inside the tube. In Gallo et al., the diaper is disclosed as being placed in a separate

compartment of the container than the sunscreen. Thus, neither Gerard et al. nor Gallo et al. teach or suggest adhering the sunscreen carrier to an absorbent article for personal wear.

For these reasons, new claim 27 is submitted to be patentable over the references of record.

CONCLUSION

In view of the above, applicants request favorable consideration and allowance of claims 1, 2, 15, 17, 19-23, 27, and 28.

The Commissioner is hereby authorized to charge Deposit Account No. 19-1345 for the additional two new claims in the amount of \$100. The Commissioner is also authorized to charge any underpayment and credit any overpayment to Deposit Account No. 19-1345.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard L. Bridge". The signature is fluid and cursive, with the first name "Richard" and last name "Bridge" clearly distinguishable.

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